

SOLICITATION, OFFER AND AWARD1. THIS CONTRACT IS A RATED ORDER UNDER
DPAS (15 CFG 700)

RATING

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2. CONTRACT NO.	3. SOLICITATION NO. ID04180070	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED TBD	6. REQUISITION/PURCHASE NO.
7. ISSUED BY GSA Federal Acquisition Services, Southeast Sunbelt Assisted Acquisition Services Division, Branch B Atlanta, GA 30308		8. ADDRESS OFFER TO (If other than Item 7) Submit through ITSS ONLY See Section L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS		

NOTE: In sealed bid solicitations “offer” and “offeror” mean “bid” and “bidder”

SOLICITATION9. Sealed offers in (specified in Section L) for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 or, if hand carried, in the depository located in N/A..

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Sara Davila, Contract Specialist and Keith Echols, Contracting Officer	B. TELEPHONE NO. (NO COLLECT CALLS) (b) (6)	C. EMAIL ADDRESS sara.davila@gsa.gov and keith.echols@gsa.gov
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ID04180070 Joint Cyber Planning Services

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (180 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
See Section G-6 (Invoice Requirements)	%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the</i> <i>numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME	CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>
AND					
ADDRESS					
OF					
OFFEROR					

15B. TELEPHONE NO.			<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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<p>22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:</p> <p><input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c)()</p>	<p>23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)</p>	<p>ITEM</p> <p>25</p>
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24. ADMINISTERED BY (If other than Item 7)CODE		25. PAYMENT WILL BE MADE BY	CODE	

See Section G-6 (Invoice Requirements)

26. NAME OF CONTRACTING OFFICER *(Type or print)*

Keith Echols

27. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Modification	Description
Mod 1 dated 6/19/2019	The purpose of this modification is to exercise Option Year 1 and add funding. All other terms and conditions remain unchanged.
Mod 2 dated 12/11/2019	The purpose of this modification is to add FAR clause 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019) All other terms and conditions remain unchanged.
Mod 3 dated 06/12/2020	The purpose of this modification is to Exercise Option Year 2 and add funding. All other terms and conditions remain unchanged.
Mod 4 dated 07/15/2020	The purpose of this modification is to add incremental funds to fully fund Option Year 2. All other terms and conditions remain unchanged.
Mod 5 dated 01/20/2021	The purpose of this modification is to deobligate excess unused funding from Base Year and Option Year 1. All other terms and conditions remain unchanged.
Mod 6 dated 03/18/2021	<p>1. "This award is issued to the SBA, Attn: Rabon Lewis, Business Opportunity Specialist, Ft. Pierce AWS/South Florida District Office, 505 South 2nd Street, Suite 225, Ft. Pierce, FL 34950, as the prime contractor, even though SBA is not identified in Section A of the contract. Novation agreements submitted by the 8(a) participant shall be approved by SBA. In the case of termination either for convenience or default, GSA will provide advance notification to the cognizant SBA office as the prime contractor for this contract."</p> <p>2. All other terms and conditions remain unchanged.</p>
Mod 7 dated 05/05/2021	The purpose of this modification is to Exercise Option Year 3, add incremental funding and revise QASP to add chart checklist to COR surveillance as reflected on pages 12-15

PART I – THE SCHEDULE

SECTION B – SUPPLIES AND SERVICES

B.1 SCHEDULE OF SUPPLIES/SERVICES TO BE PROVIDED

(a) The contractor shall provide their total proposed amounts in blocks 23 and 24 of the SF1449 cover page through the GSA business systems portal, ITSS (<https://portal.fas.gsa.gov/web/guest>) for all contract line item numbers (CLINS). Separate CLINs are provided for the one year base period of performance and four each one year optional periods of performance. The contractor shall support the United States Central Command (USCENTCOM) by providing services to support its unique joint staff planning needs focused on integrating and synchronizing Department of Defense (DoD) military activities with United States Government (USG) strategy. Such non-personal services include the development of draft inputs to strategies, campaign plans, and concepts of operation that ultimately translate strategic and operational objectives into a series of related activities and operations to achieve desired end states in coordination with DoD components, USG agencies, allied, and mission partners.

The contractor shall provide their total proposed amounts for the base year and option years, and 6 month extension of services in Attachment 4, Pricing Template, which will be incorporated at time of award to the successful offeror.

(b) The contractor (independently, and not as an agent of the Government) shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) required to accomplish the work efforts as specifically set forth in this contract and within the scope of the performance work requirements stated in Section C.

B.2 PERIOD OF PERFORMANCE

The basic period of performance under this contract shall be for one (1) Year from the Effective Date of the contract, and will include four (4) additional one-year options and include Option to Extend Services 52.217-8 for up to an additional 6 months. See section F.

(END OF SECTION B)

SECTION C – DESCRIPTION/SPECIFICATIONS/PERFORMANCE STATEMENT OF WORK

C.1 BACKGROUND

USCENTCOM is furthering its efforts to integrate theater level campaign constructs with other DoD organizations and the interagency. This initiative promotes and depends upon a holistic approach to the planning, coordination, and synchronization of USG activities. The CENTCOM Joint Cyberspace Center (JCC) is charged with leading the strategic development, operational planning, and operations of full spectrum cyber operations.

This contract shall be staffed by a specialized subject matter expert team with the ability to self-perform specific planning requirements, operations requirements and collaborate with military and government employees to accomplish tasks that support the long-range planning requirements of the JCC.

C.2 SCOPE OF EFFORT

The Contractor shall provide an extensive array of non-personal services to assist the JCC in theater planning synchronization. The Contractor shall provide effective and responsive assistance to the JCCs efforts of strategic development, operational planning, and execution operations. The Contractor must have skilled expertise in Full Spectrum Cyber Operations to include Offensive Cyber Operations, Defensive Cyber Operations, Cyber Intelligence Surveillance and Reconnaissance, Operational Preparation of the Environment, Strategic Planning and administrative services. The Contractor will provide services in the form of support to preparation of plans, policies, orders, analysis, targets, battle damage assessments, and fires coordination, de-confliction and execution. The Contractor shall work an eight (8) hour day unless directed to work overtime. Overtime must be approved in advance, and will be authorized on a case by case basis by the Contracting Officer Representative (COR) in order to meet mission requirements. The Contractor will ensure adequate staffing from 0700-1700 daily with core duty hours for all personnel from 0900-1500, including a minimum of 30 minute lunch break, with flexible coverage on weekends and holidays based on mission requirements. The Contractor must provide the following skill levels:

- Minimum of two of the contractor team with 10+ years Targeting, Fires, Maneuver, Battle Damage Assessment (BDA) and Modernized Integrated Database (MIDB) experience
- Minimum of four personnel with 10+ years planning experience at a Combatant Command (CCMD)
- Minimum 50% of contractor team with previous Combatant Command (CCMD) experience
- Minimum 50% of contractor team with previous experience with Cyberspace Operations planning, synchronization, integration or execution.
- Minimum of 33% of contractor team with Operations Plan (OPLAN), Operational Order (OPORD), Execute Order (EXORD) writing experience
- Minimum of 33% of contractor team with Intelligence Surveillance and Reconnaissance (ISR) and all source analytics experience

Contractor personnel meeting the minimum experience levels and minimum of a Top Secret/Sensitive Compartmented Information (TS/SCI) clearance must be in place within 30 days of contract award.

Fulfillment of skillset requirements shall be reported/tracked via a staffing matrix which shall include a list of positions, name of individual assigned to each position, and which individual(s) fulfills each of the requirements above, as well as the number of years of experience as noted in the following paragraphs. Staffing matrix shall be included in the monthly activity and progress report (See Table 2)

Workload estimates for those tasks that are outlined in this PWS are provided in Attachment 3, Labor Skill/Category Mix History. Estimates are based on historical levels of effort and/or cost and provided as an expected level of service by the Contractor. It is up to the Contractor to determine the categories and number of FTEs to successfully perform the requirements of the PWS.

C.2.1 GENERAL SUPPORT

KEY PERSONNEL. The following Contractor personnel are considered Key Personnel by the government: On-Site Program Manager and three Program Area Leads (these personnel will come out of the existing labor pool). The key personnel shall be identified in the Contractor's proposal and shall also identify requisite years of experience, certifications, and credentials IAW Section M, Organizational Structure/Staffing/Management Plan. Identified key personnel cannot be substituted within the first six months of the contract unless: 1) The employee is terminated by the contractor or 2) the employee has voluntarily left the employment of the contractor or 3) the employee is on extended leave due to extenuating circumstances.

The Contractor shall designate one (1) individual as the on-site Program Manager. The individual will serve as the single point of contact for coordination of program issues with the COR. The Program Manager shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The Program Manager shall be available between 0800 and 1630 with flexible hours beyond that to complete an 8 hour shift. The Program Manager shall be responsible for the overall management of the contract including cost, schedule and technical quality. The Program Manager shall take immediate corrective action when performance is not acceptable to the COR. The Program Manager shall be a Senior Strategy, Plans and Policy Planner with 10+ years' experience as indicated in C.2.1.1 below. Additional key personnel shall include three Program Area Leads who are senior-level.

C.2.1.1 Strategy, Plans, and Policy Support Services (suggested LCAT Senior Strategy Plans and Program Analyst, Strategy Plans and Policy Analyst)

- a) Provide a minimum of four senior-level technical support personnel with 10+ years' experience (one of which should be the Program Manager) in the development, evaluation and coordinated implementation of Combatant Command or Service level

strategic cyber, plans, policies and programs throughout the USCENTCOM Area of Responsibility (AOR).

- b) Provide subject matter expertise with 10+ years' experience in the development and implementation of Combatant Command Cyber Strategy and doctrine and Command and Control structures; while integrating and adhering to Combatant Command strategy, plans and policies.
- c) Provide onsite expertise and support, via analyses and recommendations, for high-priority Combatant Command implementation and planning efforts involving joint, interagency, and multinational actors for full Spectrum cyber operations, to include Cyber Intelligence, Surveillance and Reconnaissance (ISR), Cyber Operational Preparation of the Environment (OPE), Offensive Cyber Operations, Cyber Deterrence, Preemptive Cyber Options, Defensive Cyber Operations and Defensive Cyber Operations- Response Actions.
- d) Provide expertise and support in the evaluation and analysis of National, DoD, USCENTCOM, USCYBERCOM, Joint Force Headquarters-Cyber (Army), USCENTCOM Partners, Coalition, and Interagency policies and programs.
- e) Provide expertise and support in the development, planning, coordination and execution of National, DoD, USCENTCOM, USCYBERCOM, Joint Force Headquarters-Cyber (Army), USCENTCOM Partners, Coalition, and Interagency Cyber exercises.
- f) Provide onsite expertise and service support for cyber program development and analyses to Planning Programming and Budget Execution; Readiness Deficiency; and Joint Capabilities Integrated Development System functions
- g) Provide onsite expertise for development of USCENTCOM policies and positions with respect to full spectrum cyber operations, to include Cyber Intelligence, Surveillance and Reconnaissance, (ISR), Cyber Operational Preparation of the Environment (OPE), Offensive Cyber Operations, Cyber Deterrence, Preemptive Cyber options, Defensive Cyber Operations and Defensive Cyber Operations- Response actions.
- h) Provide onsite support in the implementation and planning efforts with counterparts in USCENTCOM Component Commands, other key Combatant Commands, the Joint Staff, the Office of Secretary of Defense, as well as counterparts in other Federal departments and agencies.
- i) Provide support and assistance to JCPS coordination between staff and coalition and regional partner representatives regarding operations in the USCENTCOM AOR.
- j) Provide onsite support to provide senior level advisement to the USCENTCOM Commander on strategic and regional Cyber priorities, options and issues.
- k) Provide onsite expertise, by way of analyses, recommendations, and draft products to assist in the development of information papers, planning orders, Operational orders, analyses, estimates, and briefings for USCENTCOM leadership and primary staff.
- l) Provide subject matter expertise and technical recommendations to the JCPS regarding the Joint Operational Planning Process, Joint Operational Planning and Execution System, Adaptive Planning and Execution, campaign appreciation, campaign design, mission analysis, and critical factors analysis.
- m) Develop and deliver, as required, oral and written presentations, to include briefs to senior leaders, on topics within the scope of the contract.
- n) Have a proficiency in clandestine capability development and interagency activities and DoD support vehicles.

- o) Have experience in planning non-lethal operations to include cyberspace and special activities, to include operation research and qualitative analysis.
- p) As required, provide papers, reports, executive summaries, talking points and other correspondence using office automation tools and meeting CENTCOM standards for writing and grammar.
- q) Provide support to Operational Planning Team (OPT) efforts which require a working knowledge of military planning techniques and procedures. An OPT participant must be able to participate in a cross-Directorate team of planners through:
 - i. Mission Analysis: Review and analyze orders, guidance, intelligence, and other information in order for the commander, planning team, and staff to gain an understanding of the situation and to produce a restated mission statement for the commander's approval.
 - ii. Course of Action (COA) Development: Use the mission statement, commander's intent, and planning guidance to develop multiple COAs. Examine each prospective COA for validity by ensuring adequacy, feasibility, acceptability, distinguishability, and completeness with respect to the current and anticipated situation, the mission, and the commander's intent.
 - iii. Course of Action Analysis (War-gaming): Course of action analysis involves a detailed assessment of each COA as it pertains to the enemy and the operational environment.
 - iv. Course of Action Comparison and Decision: All retained friendly COAs are evaluated against established criteria and against each other, ultimately leading to a staff recommendation and the commander's decision.
 - v. Plans Order Development: The staff uses the commander's COA decision, mission statement, commander's intent, and guidance to develop plans and/or orders that direct subordinate actions. Plans and orders serve as the principal means by which the commander expresses his decision, intent, and guidance.
 - vi. Transition: Transition is the orderly handover of a plan or order to those tasked with execution of the operation. It provides staffs with the situational awareness and rationale for key decisions necessary to ensure that there is a coherent transition from planning to execution. The process, however, does not end here. The process is continuous. Staffs maintain running estimates that allow for plans and orders refinement.

C.2.1.2 OPERATIONAL PLANNING, COORDINATION, INTEGRATION AND DECONFLICTION (suggested LCAT: Cyber Security Operations Analyst)

- a) Provide onsite expertise in the primary role of strategic and operational level planning and coordination for full Spectrum cyber operations, to include Cyber Intelligence, Surveillance and Reconnaissance, (ISR), Cyber Operational Preparation of the Environment (OPE), Offensive Cyber Operations, Cyber Deterrence, Preemptive Cyber options, Defensive Cyber Operations, and Defensive Cyber Operations - Response actions.

- b) Provide senior-level onsite expertise with cyber planning depth, knowledge and experience; to integrate cyberspace operations into Department of Defense full spectrum planning and operations, to include Intelligence, Surveillance and Reconnaissance, Operational Preparation of the Environment, Defend/Deter/Deny, Targeting Effects, non-lethal mitigation, force protection and other plans and operations, as required.
- c) Provide onsite expertise and support to the development of USCENTCOM Plans and orders for full spectrum cyber operations, to include Cyber Intelligence, Surveillance and Reconnaissance, (ISR), Cyber Operational Preparation of the Environment (OPE), Offensive Cyber Operations, Cyber Deterrence, Preemptive Cyber options, Defensive Cyber Operations and Defensive Cyber Operations - Response actions.
- d) Provide onsite expertise with over 10+ years' experience in non-lethal operations in order to support cyber operations target development, effects and fires effects options, and battle damage assessment.
- e) Provide 10+ years cryptologic technical expertise to conduct target development, design effects based operations, and support advanced targeting for fires as required.
- f) Provide 10+ years targeting expertise to support target discovery and development to drive and shape virtual target development and execution.
- g) Provide onsite expertise in the development of measures of performance (MOPs), measures of effectiveness (MOEs) for full Spectrum cyber operations, to include Cyber Intelligence, Surveillance and Reconnaissance, (ISR), Cyber Operational Preparation of the Environment (OPE), Offensive Cyber Operations, Cyber Deterrence, Preemptive Cyber options, Defensive Cyber Operations, and Defensive Cyber Operations- Response actions.
- h) Provide onsite expertise and support in the development of USCENTCOM and Partner Cyber Key Terrain and mission assurance areas for integration into USCENTCOM plans and orders.
- i) Provide onsite expertise on the management and tracking of operational orders, Cyber effectiveness (MOEs, MOPs).
- j) Provide onsite expertise to coordinate with other mission partners to develop clandestine, technical capabilities to enable cyberspace operations.
- k) Provide onsite expertise to conduct cyberspace planning to enable Information Operations, to include Military Information Support Operations, Electronic Warfare, Deception and Special Technical Operations.
- l) Provide onsite support and expertise and assistance in the conduct of Joint, Interagency, Intergovernmental, and Multinational full spectrum cyber planning, to including crisis action, deliberate, contingency and global campaign planning, for DoD plans and operations.
- m) Provide onsite expertise on the Staff Action Officer duties involved in the planning, coordination and deconfliction of DoD plans, operations, actions and activities with the Joint Staff, Office of Secretary Defense, Geographical Combatant Commands, Functional Combatant Commands, Interagency, Intelligence Community, other DoD agencies, service staff, and supporting commands.
- n) Planner is to coordinate with other Non-lethal planners at USCENTCOM, USCENTCOM components, USCYBERCOM, Joint Staff, and Service Cyber components to reduce overlap of effort and conflicts in continuity.

- o) Coordinate with other Non-lethal planners at USCENTCOM, USCENTCOM components, USCYBERCOM, Joint Staff, and Service Cyber components to reduce overlap of effort and conflicts in continuity.
- p) Provide 24/7/365 tracking, monitoring and reporting of operations, activities and actions in Cyberspace which support or impact CENTCOM missions.
- r) As required, provide papers, reports, executive summaries, talking points and other correspondence using office automation tools and meeting CENTCOM standards for writing and grammar.

C.2.1.3 PLANS AND STAFF COORDINATION SERVICES (suggested LCAT Manager/Staff Coordination and administration)

- a) Provide onsite support in the conduct of contract staff administration functions, oversight of contract employee subordinates, and the conduct of logistical support.
- b) Provide onsite support in the preparation of professional correspondence, coordinate briefings, and assist with conference preparations.
- c) Provide onsite support assisting with daily calendars, oversight and conduct of office administration, obtaining office resources, and assisting with daily logistical support.
- d) Provide onsite support for travel coordination of contractor employees and roster production.
- e) Must have good communications skills to include oral and written communications. Must have a demonstrated working knowledge of Microsoft Word, Excel and PowerPoint.
- f) Organize material and complete writing assignments according to set standards regarding order, clarity, conciseness, style, and terminology.
- g) Maintain records and files of work and revisions.
- h) Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.
- i) Manage distribution and suspense dates for the USCENTCOM Tasker Management Tool for all official taskers or RFIs from other HQ CENTCOM Directorate and outside organizations.

C.2.1.4 KNOWLEDGE MANAGEMENT AND INFORMATION TECHNOLOGY SUPPORT SERVICES (suggested LCAT: Sharepoint Administrator/Knowledge Manager)

- a) Provide onsite support on responsibilities for developing and planning the use of automated information systems to disseminate internal and external public information and perform related resource management functions.
- b) Provide onsite support for on-hand graphics software applications, techniques, and tools, as well as the design and development user-interface feature, site animation, and special effects elements.
- c) Manage SharePoint Portals across multiple networks responsible for SharePoint administration and security, SharePoint development, and SharePoint site management.
- d) Work with the Command Focal Point Program Control Office and Special Security Office to verify Clearances and Information Access Authorizations.
- e) Serve as a Division Authorized Transfer Agent responsible for Manual Cross Domain Transfers with a strong understanding of Controlled Access Program Coordination Office (CAPCO) classification guidelines. Additionally, serve as a Reliable Human Reviewer

responsible for inspection of information in human-readable form, knowledgeable enough about the information to determine the presence of misclassification, and accept F responsibility for releasing the data to its recipient.

- f) Serve as a Division Primary (and Directorate Alternate) Knowledge and Information Management Representative (KIMR), as well as the Division Records Management Officer.

(1) Knowledge and Information Management Officer Duties:

- Leads and monitors Knowledge systems and services.
- Oversees and directs product development and facilitates communication between internal and external customers regarding the Knowledge Management programs, products, and projects.
- Develop strategies for long-term, sustainable systems to support the delivery of instruction.
- Facilitate communication between stakeholders, successfully facilitating necessary negotiations.
- Participate in the development of operating goals and objectives.
- Recommend, implement, and administer methods and procedures to enhance Knowledge Management operations.
- Maintain currency of knowledge with respect to relevant curriculum, technology, marketing, and/or systems.
- Evaluate new learning systems products that support the organization.
- Gather data on user experience and implement plans of action to improve user experiences.
- Provide general leadership, guidance, and support to relative team members in order to collaborate, give feedback, develop plans, and reach team and individual goals.

(2) Division Records Management Officer Duties

- Serves as the Senior Records Manager (RM) responsible for leading, planning and managing the division records management program for both core mission and administrative records, regardless of medium or format.
- Serves as the senior technical expert electronic and non-electronic records management issues.
- Advises senior program managers, on adequacy of documentation and creation and management of division records, keeping senior management informed on current and projected operational requirements.
- Facilitates communications among these offices in matters relating to records/information assets and the management of risks to those assets.

C.2.2 CONTRACTOR PLANS

C.2.2.1 QUALITY CONTROL PLAN

The Contractor shall develop, maintain, implement and enforce a Quality Control Plan (QCP). The QCP shall ensure that the government receives the level of quality that is consistent with the requirements specified in this Performance Work Statement. The QCP shall be made available for Government review upon request. The Contractor shall be responsible for overall responsiveness, cost control, adherence to schedules, responsible for cooperative behavior, technical quality of work, and commitment to customer satisfaction.

C.2.2.2 PROGRAM MANAGEMENT PLAN

The Contractor shall develop, maintain, implement and enforce managing its support to the Government. The Program Management Plan shall be made available for Government review upon request.

C.3 CONTRACTOR PERSONNEL

The Contractor shall provide a sufficient number of personnel possessing the skills, knowledge, and training to satisfactorily perform the services required by this PWS. The Contractor shall not employ persons who are identified to the Contractor by the Contracting Officer (CO) as potential threats to the health, safety, security, general well-being, or operational mission of the installation and its population. All Contractor personnel shall be able to fluently understand, read, write, and speak English.

The CO may require the Contractor to remove employees from the workplace for reasons of misconduct or security. The Contractor shall ensure employees have current and valid certifications and licenses, as identified by the Government or Federal, State, and local requirements or laws, to accomplish the services of the PWS before starting work. The Contractor shall not employ any person who is an employee of the United States Government if employing that person would create a conflict of interest or the appearance of a conflict of interest.

(END OF SECTION C)

SECTION D - PACKING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting officer will make their full text available. Also the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://farsite.hill.af.mil/>

GSAM website: <http://acquistion.gov/comp/gsam/gsam.html>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)		
<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included		

III. GSAM FAR SUPPLEMENT (48 CFR CHAPTER 18)		
<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
552.211-73	FEB 1996	Marking
552.211-75	FEB 1996	Preservation, Packaging, and Packing

D. 2 HANDLING/TRANSPORTATION. The contractor shall be responsible for the preservation and packing of deliverable items. Items shall be protected from the hazards of handling equipment and shall be transportable by all means of transportation. Items determined to be electrostatic discharge sensitive shall be defined, handled, packaged, and marked accordingly. Packaging and marking of deliverables shall be in accordance with applicable DoD, US Air Force, or US Army standards.

(END OF SECTION D)

SECTION E – INSPECTION AND ACCEPTANCE

E1. LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting officer will make their full text available. Also the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>

DFAR website: <http://farsite.hill.af.mil/>

GSAM website: <http://acquisition.gov/comp/gsam/gsam.html>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)		
<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.246-1	APR 1984	Contractor Inspection Requirements.
52.246-4	AUG 1996	Inspection of Services – Fixed Price

II. GSAM FAR SUPPLEMENT (48 CFR CHAPTER 18)		
<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>

E.2 Inspection and Acceptance

The Contractor shall ensure all work will be performed in accordance with the contract requirements, in compliance with the FAR clause 52.212-4, paragraph entitled “Inspection/Acceptance”.

E.3 GOVERNMENT SURVEILLANCE

The Government will not supervise or otherwise direct Contractor employees. The Government will inspect Contractor performance in accordance with the Quality Assurance Surveillance Plan or Project Management Plan and any other clauses included in the contract. Poor performance will be reported to the COR.

The Government shall monitor the Contractor's performance under this contract using the quality assurance criteria specified in the Services Summary and the Quality Assurance Surveillance Plan. The Contractor shall cooperate with inspectors and auditors and provide any requested information relating to the operations covered by the contract. The Contractor shall allow inspectors and auditors to periodically access work areas and access to any files required by this contract. The Contractor shall correct discrepancies and/or violations noted during safety/security/fire/performance inspections and prepare a written response providing information on action taken to correct discrepancies and/or violations. The Contractor shall provide this response to the COR within the time frame specified by the inspecting agency. Errors noted in material locations shall be corrected within four working hours.

The Contractor shall notify the COR, within one workday, of complaints in writing received by the Contractor on services covered by this contract. These complaints could include, but are not limited to, those received from customers receiving deliveries, commercial shippers, and

discrepancies in Shipment Reports (Standard Form 361). The Contractor is responsible for researching and submitting proposed answers to all deficiencies to the COR within five calendar days of the problem notification.

E.4 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The Services Summary identifies the performance objectives and performance thresholds for all critical tasks associated with providing the services outlined in this PWS. This section contains those items considered most important for mission accomplishment. The performance objectives are those services/tasks required in the PWS. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. The thresholds are critical to mission success. The Government requires the Contractor to perform at the acceptable levels throughout the life of the contract. See Attachment A – Performance Standards Summary.

The Government will evaluate the contractor's performance under this contract. For those services listed in the Performance/Deliverables Matrix, the Client Representative, COR, or evaluators will follow the method of surveillance specified in this contract. The Government will record all surveillance observations. When an observation indicates defective performance, the COR will require the contractor's representative at the site to initial the observation documentation. The initialing of the observation acknowledges that he or she has been made aware of the defective performance and does not necessarily constitute concurrence with the observation. Government surveillance of tasks may occur at any time during the performance period. Government surveillance of services not listed in the Performance/Deliverables Matrix or by methods other than those listed in the Performance/Deliverables Matrix (such as provided in the Inspection of Services clause) may occur during the performance period of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Any action taken by the CO as a result of surveillance will be according to the terms of this contract.

The performance objectives and standards the government will use to assess performance are as follows:

Contractor Performance Standards. The contractor shall perform to the standards outlined in the Services Summary (SS). See Attachment A – Performance Standards Summary.

Objective 1. Provide level 4 planning expertise in conducting research and analysis of full spectrum cyberspace operations in joint, multinational, and interagency context. Facilitate coordination with CCMD components, Federal agencies, coalition and regional partners in developing contingency and operational plans, including mission analyses, Command estimates, campaign design, and concept of operation. Additionally, recommend updates and revisions as necessary to contingency operational plans.

Objective 2. Provide onsite technical support, facilitate staff coordination and coordination with other Federal agencies and coalition and regional partners in strategy, plans and policy.

Objective 3. Provide onsite advice, assistance and expertise to track, monitor and provide situational awareness of regional cyberspace operations.

Objective 4. Provide onsite support to assess the effectiveness of cyberspace operations supporting broader campaign plans and develop branches and sequels accordingly.

Objective 5. Provide onsite support to advise on risks associated with cyberspace operations and mitigating factors.

Objective 6. Provide onsite support to identify emerging capabilities requirements and employment concepts.

Objective 7. Provide onsite support on responsibilities related to assisting the JCC Chief with the conduct of day to day operations of JCC functions.

Objective 8. Provide support to contract staff by managing distribution and suspense dates for the USCENTCOM Tasker-Management Tool (TMT) for all official taskers or RFIs from other HQ CENTCOM Directorates and outside organizations. Review and ensure proper distribution of official taskers and RFIs using the TMT and appropriate correspondence regulations.

Objective 9. Provide onsite support in the preparation of professional correspondence, coordinate briefings, and assist with conference preparations. Provide onsite support in the conduct of office administration functions, oversight of contract subordinates, and the conduct of logistical support.

Objective 10. Provide onsite support to ensure products are available electronically, sharepoint content is maintained, and records management tasks are completed in accordance with CENTCOM standards.

Objective 11. Serve as Authorized Transfer Agent responsible for Manual Cross Domain Transfers with a strong understanding of CAPCO classification guidelines.

Attachment A - Performance Standards Summary

Performance Objectives	PWS Para	Performance Threshold (Minimum Acceptable)	Method of Surveillance
SS1 Provide level 4 planning expertise in conducting research and analysis of full spectrum operations in joint, multinational, and interagency context. Facilitate coordination with	C.2, C.2.1, C.2.1.1, C.2.1.2, C.2.1.3, C.2.1.4, C.2.1.5	Provide a weekly update on the progress of planning efforts. Provide a weekly report of effects metrics developed and the progress of all targets. Provide a weekly report on CONOPs efforts. Ensure no more than one (1) late document per	Weekly review and Periodic Surveillance

COCOM components, Federal agencies, coalition and regional partners in developing contingency and operational plans, including mission analyses, Command estimates, campaign design, and concept of operation. Additionally, recommend updates and revisions as necessary to contingency operational plans.		month, and not more than 3 days late. No more than two (2) sets of corrections/edits and all corrections must be accomplished within two (2) working days, or other such time periods as established.	
SS2 Provide onsite technical support, facilitate staff coordination and coordination with other Federal agencies and coalition and regional partners in strategy, plans and policy.	C.2, C.2.1, C.2.1.1, C.2.1.2, C.2.1.3	No more than one (1) late document per month, and not more than 3 days late. No more than two (2) sets of corrections/edits and all corrections must be accomplished within two (2) working days, or other such time periods as established.	Weekly review and Periodic Surveillance
SS3 Provide onsite advice, assistance and expertise to track, monitor and provide situational awareness of regional cyberspace operations.	C.2, C.2.1, C.2.1.2, C.2.1.3	No more than one (1) late document per month, and not more than 3 days late. No more than two (2) sets of corrections/edits and all corrections must be accomplished within two (2) working days, or other such time periods as established.	Weekly review and Periodic Surveillance
SS4 Provide onsite support to assess the effectiveness of cyberspace operations supporting broader campaign plans and develop branches	C.2, C.2.1, C.2.1.2,	No more than one (1) late document per month, and not more than 3 days late. No more than two (2) sets of corrections/edits and all corrections must be accomplished within two (2) working days, or other such time periods as established.	Weekly review and Periodic Surveillance

and sequels accordingly.			
SS5 Provide onsite support to advise on risks associated with cyberspace operations and mitigating factors.	C.2, C.2.1, C.2.1.1, C.2.1.2, C.2.1.3	No more than one (1) late document per month, and not more than 3 days late. No more than two (2) sets of corrections/edits and all corrections must be accomplished within two (2) working days.	Weekly review and Periodic Surveillance
SS6 Provide onsite support to identify emerging capabilities requirements and employment concepts.	C.2, C.2.1, C.2.1.1	No more than one (1) late document per month, and not more than 3 days late. No more than two (2) sets of corrections/edits and all corrections must be accomplished within two (2) working days.	Weekly review and Periodic Surveillance
SS7 Provide onsite support on responsibilities related to assisting the Division Chief with the conduct of day to day operations of division functions.	C.2, C.2.1, C.2.1.4	No more than one (1) late document per month, and not more than 3 days late. No more than two (2) sets of corrections/edits and all corrections must be accomplished within two (2) working days.	Weekly review and Periodic Surveillance
SS8 Provide support to contract staff by managing distribution and suspense dates for the USCENCOM Tasker-Management Tool (TMT) for all official taskers or RFIs from other HQ CENTCOM Directorates and outside organizations.	C.2.1.4	Distribute and manage suspense dates for taskers and RFIs to the appropriate office/person of responsibility within 4 hours of receipt.	Daily

Review and ensure proper distribution of official taskers and RFIs using the TMT and appropriate correspondence regulations.			
SS9 Provide onsite support in the preparation of professional correspondence, coordinate briefings, and assist with conference preparations. Provide onsite support in the conduct of office administration functions, oversight of contract subordinates, and the conduct of logistical support.	C.2, C.2.1, C.2.1.4	No more than one (1) late document per month, and not more than 3 days late. No more than one (1) late document periodicity and not more than 3 days late. No more than two (2) sets of corrections/edits and all corrections must be accomplished within two (2) working days.	Weekly review and Periodic Surveillance
SS10 Provide onsite support to ensure products are available electronically, sharepoint content is maintained, and records management tasks are completed in accordance with CENTCOM standards.	C.2, C.2.1, C.2.1.5	Provide continuity of SharePoint support with no unrecoverable loss of data due to SharePoint failure. All SharePoint failures / corrections must be accomplished within two (2) working days.	Weekly review and Periodic Surveillance
SS11 Serve as Authorized Transfer Agent responsible for Manual Cross Domain Transfers with a strong understanding of	C.2, C.2.1, C.2.1.5	Provide transfers of data when requested with no loss of data.	Weekly review and Periodic Surveillance

CAPCO classification guidelines.			
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E.5 PAST PERFORMANCE INFORMATION

The Government will provide and record Past Performance Information for acquisitions over \$150,000 utilizing the Contractor Performance Assessment Reporting System (CPARS). The CPARS process allows contractors to view and comment on the Government's evaluation of the contractor's performance before it is finalized. Once the contractor's past performance evaluation is finalized in CPARS it will be transmitted into the Past Performance Information Retrieval System (PPIRS). Contractors are required to register in the CPARS, so contractors may review and comment on past performance reports submitted through the CPARS. Go to the following website to register in the CPARS: <https://www.cpars.csd.disa.mil/>

(END OF SECTION E)

SECTION F – DELIVERIES AND PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting officer will make their full text available. Also the full text of a clause may be accessed electronically at the address below:

FAR website: <http://acquisition.gov/far/index.html>

DFAR website: <http://farsite.hill.af.mil/>

GSAM website: <http://acquisition.gov/comp/gsam/gsam.html>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)		
CLAUSE NO.	DATE	TITLE
52.242-15	AUG 1989	Stop Work Order
52.242-17	APR 1984	Government Delay of Work

F.2PERIOD OF PERFORMANCE

The basic period of performance under this contract shall be one (1) Year from the Effective Date of the contract, and will include four (4) additional one-year options

POP	FROM	TO
Base Year	09/26/2018	08/25/2019
Option I	08/26/2019	08/25/2020
Option II	08/26/2020	08/25/2021
Option III	08/26/2021	08/25/2022
Option IV	08/26/2022	08/25/2023
Option to Extend Services 52.217-8	08/26/2023	02/25/2024

Note: *There will be a one (1) month transition period, if required, from 26 Aug 2018 -25 Sep 2018*

F.2.1 Transition

The contractor shall develop a “Transition-In Plan” to facilitate the accomplishment of a seamless transition from the incumbent contractor who is operating under a previously awarded contract/PWS to the incoming contractor who will become fully responsible effective 26 Sep 2018 for the scope of work called for in this contract. The incoming contractor shall be responsible, at no cost to the government, for accomplishing necessary administrative and logistical tasks from 26 Aug 2018 to 26 Sep 2018 necessary for the contractor to be fully functional IAW this contract effective the start of the paid performance period (26 Sep 2018). Tasks that the incoming contractor will need to accomplish at no cost to the government during the “Transition In” time period include, but are not limited to the following: (1) conduct transition meetings with the Client and the outgoing contractor, (2) take actions necessary to employ all required personnel with appropriate security clearances in time to be fully functional per the contract, (3) take necessary actions to obtain/produce CAC cards, TS/SCI Clearances,

CENTCOM access badges and other documentation necessary to meet contractual requirements, (4) During this transition period (through 25 Sep 2018) the outgoing contractor will remain fully responsible for the work required by the contract that was awarded to that company. The incoming contractor shall not bill the client/government for any requirements prior to 26 Sep 2018.

F.3 PLACE OF PERFORMANCE

5.1.1. The majority of work will be performed on-site at USCENTCOM Headquarters in Tampa, Florida. A requirement will exist for contractor staff to attend meetings in CONUS and OCONUS on a recurring basis. OCONUS travel will not always be at a USCENTCOM site, but will be in the USCENTCOM Area of Operation.

F.4 HOURS OF OPERATION

The Contractor will ensure coverage from 0700-1700 with core duty hours from 0900-1500, including a minimum of 30 minute lunch break, with flexible coverage beyond that Monday through Friday except Federal holidays or when the government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. Work may be performed outside of normal duty day and normal duty week to allow for time differences between the USCENTCOM AOR and MacDill AFB and to accommodate senior government leadership scheduling constraints. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

All contract personnel are required to predict out additional work hours that may be required beyond the standard eight-hour workday. These work hours must be approved, prior to being worked, by both the Contractor PM and the COR via a form provided by the Contractor. Forms are to be completed at least one week prior to the use of additional hours. It is expected that all due diligence will be made to complete work within the standard eight-hour workday. Additional work hours will be approved after the fact only on a case-by-case basis; do not assume that the COR and Government Supervisor will automatically approve additional work hours after the fact.

Performance of services during crisis declared by the national command authority or overseas combatant command.

- At the direction of an authorized Government representative, services required under this PWS may be performed on an extended basis to support an activation or exercise of contingency plans outside the normal duty hours.

F.5 GOVERNMENT HOLIDAYS

The Contractor shall observe the same holidays observed by the Government, as follows:

HOLIDAY	WHEN OBSERVED
New Year's Day	January 1 or the Friday preceding or Monday following
Martin Luther King's Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence day	July 4 or the Friday preceding or Monday following
Labor day	First Monday in September
Columbus Day	2 nd Monday in October
Veterans Day	November 11 or the Friday preceding or Monday Following
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25 or the Friday preceding or Monday following

F.6 REPORTS AND NOTIFICATIONS

F.6.1 DELIVERABLES

All deliverables shall be submitted in soft copy and electronic media to be specified. All deliverables and products shall be delivered to the appointed Contracting Officer's Representative or alternate COR using USCENTCOM e-mail. In addition, all deliverables shall be uploaded to ITSS (<https://it-solutions.gsa.gov>).

See Table 2. Table of Deliverables for the list of data and report deliverables.

Upon receipt of each deliverable, the Government will review and approve. If a deliverable is unacceptable, the Government will notify the Contractor, who shall coordinate with the COR to determine resubmission time.

- The acceptance of deliverables and satisfactory work performance required herein shall be based on the standards as specified in the requirements per Section F.6.1 and Table 1 of this document and USCENTCOM policy and/or procedures. The COR will review the Contractor's performance indicators in accordance with all the specifications stated in this document. Only the COR or alternate COR has the authority to inspect, accept, or reject work performed under this Contract.

References for report deliverables and acronyms. Joint Doctrine Publications provide all references for reporting requirements. Copies should be obtained from the military service assigned administrative support responsibility by DOD Directive 5100.3, 1 November 1988, "Support of the Headquarters of Unified, Specified, and Subordinate Joint Commands." For this Contract use the U.S. Air Force: Air Force Publications Distribution Center, 2800 Eastern Boulevard, Baltimore, MD 21220-2896

All non-electronic deliverables and products shall be delivered to the following mailing address:

USCENTCOM, CCJ6-RA
ATTN: Contracting Officer Representative
7115 South Boundary Blvd
MacDill, FL 33621

Attachment B. Table(s) of Deliverables

TABLE 1 – Primary Contract Reporting Requirements List (final reports due NLT end of Base Period of Performance and annually thereafter)

Deliverable Title	Description	Periodicity	Date Due
Program Management Plan (PMP)	Defines program goals and objectives, specifies how they will be achieved, resource allocation, and associates budget and timelines for completion. Includes the processes for risk management, team configuration management, information assurance, quality assurance and staffing plan to include staffing matrix identified in paragraph C.2.	Initial Delivery: 30 days after Performance Start Date	Updates: As Revised; *As Required Staffing matrix updated monthly
Quality Control Plan	Contractor shall deliver an annual Quality Control Plan and responsible to maintain/update.	Initial Delivery: 30 days after	Continuous review and

		Performance Start Date.	update. *As Required
Global Campaign Plan	Assist in the development and maintenance of a Global Campaign Plan.	Weekly Progress Updates	End of Base Period of Performance; *As Required
Level IV OPLAN	Develop and maintain a Level IV OPLAN with Annexes, TPFDD, and associated supporting products, for a major regional conflict, IAW APEX, and the Joint Strategic Planning System.	Weekly Progress Updates	End of Base Period of Performance; *As Required
Multi-lateral Engagement Strategy	Develop and maintain Multi-lateral Engagement Strategy to obtain access basing and over flight—required by the plan--in Conjunction with OSD, Joint Staff and Department of State.	Weekly Progress Updates	End of Base Period of Performance; *As Required
Decision Support Book	Provide input to develop and maintain a Contingency Reaction ‘Decision Support Book’ to guide senior decision makers in the first 96 hours of the execution of the Level 4 OPLAN.	Weekly Progress Updates	End of Base Period of Performance; *As Required
STRAT/TET/MAAP Plans	Create STRAT/TET/MAAP Plans in support of OPLANS.	Weekly Progress Updates	End of Base Period of Performance; *As Required

FOOTNOTE:

*As Required – as determined in the Contract Planning & Execution Meeting and in progress meetings. See paragraph G.4.

TABLE 2 - Supporting Contract Reporting Requirements List (reports/deliverables in support of the Primary Contract Reporting Requirements or other Contract support)

Deliverable Title	Description	Periodicity	Date Due
Meetings <i>Applies to PWS paragraph G.4</i>	Prepare, coordinate and conduct briefings and associated functions.	Monthly	*As Required
Monthly Activity and Progress Report <i>Applies to PWS paragraph G.4</i>	Provides monthly report of contractor activities, deliverables, upcoming events, software change requests, risk management and staffing matrix updates.	Monthly	10 th working day of each Month (from end of previous month)
Strategy, Campaign, Orders and Contingency Planning. <i>Applies to all the PWS paragraphs under C.2</i>	Draft theater-level documents in accordance with JS guidance, directives, and orders. Translate military objectives into concepts for series of actionable activities.	Weekly	*As Required
Coordinate with other DOD organizations and interagencies <i>Applies to all the PWS paragraphs under C.2</i>	Assist coordination with other DoD organizations to synchronize DoD and USG activities.	Daily	*As Required
Conduct Assessments. <i>Applies to all the PWS paragraphs under C.2</i>	Evaluate theater-level synchronization and coordination efforts and recommend process improvement to further achieve desired effects.	Weekly	*As Required
Conduct Analysis. <i>Applies to all the PWS paragraphs under C.2</i>	Draft graphic and written analysis of full spectrum cyber operations in joint, multinational, and interagency context that assesses operational and strategic picture against stated objectives.	Weekly	*As Required
Intelligence Surveillance and Reconnaissance. <i>Applies to all the PWS paragraphs under C.2</i>	Draft; Assist with cyber ISR objectives, plans and orders synchronization efforts across DoD, interagency and with coalition partners; produce briefings, draft assessments, and information papers on cyber ISR matters.	Weekly	*As Required
Strategic Estimates <i>Reference PWS paragraphs C.2.1.1, C.2.1.2, C.2.1.3</i>	Provide Commander with broad range of strategic factors that influence the understanding of the operational environment, missions, objectives, and course of action.	*As Required	*As Required

Supporting Plans <i>Reference PWS paragraphs C.2.1.1, C.2.1.2, C.2.1.3</i>	Review component supporting plans and coordinate with component planners to ensure support to OPLANs.	*As Required	*As Required
Working Groups <i>Reference PWS paragraphs C.2.1.1, C.2.1.2, C.2.1.3</i>	Lead or participate in various working groups developing OPLANs and CONPLANs.	*As Required	*As Required
Briefs, Read-ahead books, Information and Position Papers, and Memos <i>Reference PWS paragraphs C.2.1.1, C.2.1.2, C.2.1.3</i>	Coordinate and staff information from various plans, policy, and intelligence sources to provide information to the Commander and his staff.	*As Required	*As Required
White Paper <i>Reference PWS paragraphs C.2.1.1, C.2.1.2, C.2.1.3</i>	Provide a White Paper(s) related to a specific OPLAN / CONPLAN.	*As Required	*As Required
Talking Points <i>Reference PWS paragraphs C.2.1.1, C.2.1.2, C.2.1.3</i>	Provide 1 or 2 page paper for senior leaders. Can be related to a specific OPLAN / CONPLAN.	*As Required	*As Required
USCENTCOM Contingency Plan Events <i>Reference PWS paragraphs C.2.1.1, C.2.1.2, C.2.1.3</i>	Orchestrate/plan General/Flag Officer level events (exercises, conferences, mission rehearsals, etc.). Frequency and number of events is based on customer requirements.	*As Required	*As Required
USCENTCOM Leadership Products <i>Reference PWS paragraphs C.2.1.1, C.2.1.2, C.2.1.3</i>	Develop products (briefs, information papers, updates, in-progress reviews, talking points, draft e-mails, memorandums, etc.) for General/Flag Officer level presentations/use.	*As Required	*As Required
Synchronize strategic planner efforts <i>Reference PWS paragraphs C.2.1.1, C.2.1.2, C.2.1.3</i>	Monitor requirements and tasks and coordinate planner coverage to meet contingency planning objectives weekly. Requirements and tasks must be monitored daily and individual initiative to meet the requirements is essential.	Daily	*As Required
Maintain long range calendar <i>Reference PWS paragraphs C.2.1.1, C.2.1.2, C.2.1.3</i>	Maintain a calendar of past, present, and future events (exercises, ROC Drills, Table-Top Exercises, briefs, etc.) to assist the organization in preparing for key events and product suspense.	*As Required	*As Required

Cross COCOM Synchronization Conference <i>Reference PWS paragraphs C.2.1.3</i>	Coordinate and provide support to directed conference conducted periodically to synchronize efforts & OPLAN development between USCENTCOM and other Geographic & Functional Combatant Commands.	*As Required	*As Required
External Strategic Planning and Coordination (Cyber Focus) <i>Reference PWS paragraphs C.2.1.3</i>	Coordinate USCENTCOM cyber priorities, requirements, planning, and operations with offices at the Joint Staff, Office of Secretary of Defense (OSD), USCYBERCOM and other DOD, Intelligence Community, and Interagency. Provide those external organization's capabilities, limitations and plans back to USCENTCOM. Facilitate mutual understanding and the development of mutually supportive plans amongst supported/supporting organizations.	Daily	*As Required
Strategic Planning and SME (Cyber) support to internal USCENTCOM Working Groups and Planning Teams <i>Reference PWS paragraphs C.2.1.3</i>	Provide cyber planning, operational and organizational/C2 expertise to USCENTCOM formal and informal working groups and operational planning teams, including: the Joint Cyber Center, Offensive Cyber Operations Working Group, information Operations Working Group, Joint Planning Group, and others. Coordinate cyber priorities, requirements and planning between those teams and external organizations (Joint Staff, OSD, Other DOD, Intelligence Community, and Interagency).	Daily	*As Required
Weekly Activity Report (WAR) <i>Reference PWS paragraphs C.2.1.3</i>	Provide JCC leadership with updates and status on assigned projects.	Weekly	*As Required
Update to USCENTCOM Cyber Theater Update Assessment (TUA) <i>Reference PWS paragraphs C.2.1.3</i>	Provide the USCENTCOM Joint Cyber Center with updates and status of ongoing planning efforts, as well as planning from other USCENTCOM and external organizations that affect USCENTCOM staff and/or forces and capabilities supporting the USCENTCOM Theater.	Weekly	*As Required
Request for Approval (RAP) Process <i>Reference PWS paragraphs C.2.1.4</i>	Manage process, documents, slides and community of interest participation and coordination to gain SecDef approval/authorities to deploy/employ Cyber Capabilities ISO OPLANs.	*As Required	*As Required
EXORDs	Write, coordinate, staff for approval and publish execution orders and associated	*As Required	*As Required

<i>Reference PWS paragraphs C.2.1.4</i>	Annexes/Appendices for deployment, employment and sustainment of Cyber capabilities as authorized by SecDef.		
Facilitate Cyber Working Groups <i>Reference PWS paragraphs C.2.1.4</i>	Cyber-specific working groups with purpose of sharing status/information on deployed/employed capabilities; focus on developing recommended COAs to efficiently and effectively employ/sustain deployed systems; working group representation includes USCENTCOM Components, Joint Staff J39/ Military Services and legal, supporting COCOMs, USCENTCOM Staff and other DoD/US Government Agencies with equities/interests.	Weekly	*As Required
Special Operations Annex/Appendix <i>Reference PWS Paragraphs C.2.1.5</i>	Special Operations Plans developed in support of OPLANS, CENTCOM Global Campaign Plan, and support to NWG DoD Global Campaign Plan, and other Deliberate/contingency plans, concepts, operations and support to planning teams.	*As Required	*As Required

FOOTNOTE: *As Required – as determined in the Contract Planning & Execution Meeting and in progress meetings. See paragraph G.4.

F.6.2 PROGRESS SCHEDULES

Preliminary Progress Schedule. In addition to basic requirements outlined during the Contract Planning & Execution Meeting, show a detailed schedule, beginning with Notice to Proceed through primary deliverable(s) final completion found on Table 1 – Primary Contract Reporting Requirements List.

Progress of the Work. Updated Progress Schedule Shall reflect the following:

- Progress of Work to within 5 working days prior to submission.
- Approved changes in Work scope and activities modified since submission.
- Delays in Submittals or resubmittals, deliveries, or Work.
- Adjusted or modified sequences of Work.
- Other identifiable changes.
- Revised projections of progress and completion

If Contractor fails to complete activity by its latest scheduled completion date and this failure is anticipated to extend previously agreed deliverable timeline (or Milestones), Contractor shall, within seven calendar days of such failure, submit a written statement as to how Contractor intends to

correct non-performance and return to acceptable current progress schedule. Actions by Contractor to complete Work within agreed deliverable timeline (or Milestones) will not be

justification for adjustment to Contract Price or Period of Performance.

F.6.3 Trip Report

A trip report, covering the activities of all travelers on the trip, shall be submitted within fifteen (15) work days to the Government. Each report shall be submitted in the GSA's electronic Web-Based Order Processing System (currently ITSS).

[END OF SECTION F)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER RESPONSIBILITIES

- (a) The Contracting Officer (CO) is the sole and exclusive government official with actual authority to take actions which may bind the Government under this contract.
- (b) The right to issue contract modifications, change terms and conditions, and terminate the contract is reserved solely for the Contracting Officer.

G.2 CONTRACTING OFFICER'S REPRESENTATIVE RESPONSIBILITIES

The client shall nominate a Contracting Officer Representative (COR) and an Alternate Contracting Officer Representative/Quality Assurance Evaluation (QAE) Representative. Management of this contract will be performed by the Contracting Officer through the COR. The COR will participate in client meetings pertaining to the contract and will provide technical assistance and clarification for the performance of this task.

Prior to contract award, the Contracting Officer will appoint a COR and issue a COR Designation Letter stating the authority of the COR. The Contractor shall receive a copy of the written designation.

- a) The COR is responsible for monitoring the contractor's progress in fulfilling the technical requirements in the contract. The COR ensures that all required documentation and data are submitted in accordance with the procurement deliverable schedule. Should the contractor fail to fulfill the contractual requirements, the COR must inform the contractor of such failure. The COR will inform the contracting officer of any technical or contractual problems or delays. The COR maintains administration records, approves invoices and performs final inspection and acceptance of work performed under this contract.

- b) The COR has no actual, apparent or implied authority to bind the Government. The COR may not grant the contractor permission to deviate from the requirements stated in the contract, nor direct the contractor to perform any work outside the scope of the contract. Changes in the contract requirements, price or terms and conditions will only be made by the CO via properly executed modifications to the Contract. The Contracting Officer will appoint a COR and issue a COR Designation Letter stating the authority of the COR. The contractor will receive a copy of the written designation.
- c) The services to be performed by the contractor during the period of this contract shall at all times and in all places be subject to review by the Contracting Officer or authorized representative(s).

G.3 INVOICE REQUIREMENTS

G.3.1 Payment Information

The contractor shall provide the following payment information for GSA use. It must be an exact match with the information under the contract number in the AAS Business Systems Portal, ITSS Contract Registration (not the contractor's company or individual representative's registration) as well as with the information under the contractor's Data Universal Numbering System (DUNS) number in the System for Award Management (SAM), <http://www.sam.gov>. Mismatched information will result in rejected purchase orders and payments.

- a. Company Name – Legal Business Name and Doing Business As (DBA) Name
- b. Mailing Address – Contact and Address Information
- c. Remittance Address – Remit To Address Information
- d. Employer's Identification Number – Federal Tax ID
- e. DUNS (Data Universal Numbering System)

G.3.2 INVOICE INFORMATION

The invoice shall include the labor charges and other direct costs (ODCs) authorized by the Contract Officer's Representative (COR) which are within scope of this contract (e.g., travel and/or materials) and reflect the details specified below. The contractor shall provide the following information on each invoice submitted via the GSA ASSIST and the Central Invoice System (CIS) at the following URL: <https://portal.fas.gsa.gov/>.

- a. Invoice Number – do not use any special characters; GSA ASSIST and the invoice must match
- b. ACT Number from GSA Form 1449
- c. GSA Order Number: ID0xxxxxxx – must match GSA ASSIST
- d. Order Number from GSA Form 1449
- e. Point of Contact and Phone Number
- f. Point of Contact eMail Address
- g. Remittance Address
- h. Period of Performance for the billing period
- i. Total Invoice Amount

- j. Total invoiced and cumulative Labor charges by Deliverable, skill level, and name.
- k. Total invoiced and cumulative Reimbursable Costs. (These must be individually itemized and specified by individual category. Categories are Travel, Training, and Material ODCs).
- l. Total invoiced and cumulative Travel Itemized by Individual and Trip (if applicable). Travel charges must include the traveler's name, location, and dates of travel.
- m. Total invoiced and cumulative Training Itemized by Individual and Course (if applicable). Training charges must include the employee's name, course name, location, and dates.
- n. Total invoiced and cumulative Material ODCs and Support Items Itemized by Specific Item, dates delivered, and Amounts (if Applicable).
- o. Total invoiced and cumulative Indirect charges (if Applicable).
- p. Charges, identified by deliverable or line item(s), with a narrative description of the service performed. Reimbursable costs must be broken out as follows (this list is not all inclusive):
 - (1) ODC items itemized by specific item and amount
 - (2) Additional services itemized with attached approval
 - (3) Broken down by Contract Line Item Number (CLIN).
- q. Grand Total for the Invoice and Cumulative Billed to Date Amounts
- r. Unbilled Total
- s. Burn Rate
- t. Prompt Payment Discount, if offered

Total invoice amount must match the acceptance information posted in GSA ASSIST and cannot exceed the current contract ceiling, and funding.

Firm Fixed Price (FFP) services provided shall be invoiced for work performed by the contractor on a monthly basis in equal allotments. Time and Material Requirements shall provide the full detail noted above.

G.3.3 Invoice Submittal

G.3.3.1 A proper invoice shall be submitted not later than ten (10) workdays of each month after completion of the task or deliverables. The invoice must be submitted to GSA ASSIST and the Central Invoice System (CIS) web-based Order Processing System (<https://portal.fas.gsa.gov/>). The Client Representative (COR) and the GSA Customer Account Manager or Contract Specialist must approve the invoice in CIS prior to payment.

G.3.3.2 The payment information must satisfy a match between CIS and SAM for the invoice to be successfully processed for payment.

G.3.3.3 If the contractor submits a revised invoice, the revised invoice must include: 1) a unique invoice number, 2) a brief explanation, and 3) a cross-reference to any previous invoice submittals for tracking purposes and avoiding duplication.

G.3.3.4 Receipts, travel vouchers, etc. to support charges for other than employee labor hours must be completed in accordance with applicable Government regulations. The contractor shall

maintain originals and make them available to the Government upon request. The contractor will also provide copies when requested by the Government.

G.3.3.5 Reimbursable costs must not exceed the limit(s) specified in the contract. The Government will not pay charges that are not specifically identified in the task and approved, in advance, by the Government.

G.3.3.6 Invoices for final payment must be so identified and submitted when the task has been completed and no further charges are to be billed.

G.3.4 Final Invoice/Contract Closeout

The invoice for final payment must be so identified and submitted within 60 days from task order completion. No further charges are to be billed. The Contractor may request an extension of 60 days from the GSA CO to submit the final invoice. Mark with the word FINAL (even if it is a zero amount). Reimbursable travel costs shall be billed at a predetermined rate and are not subject to final rate approval. After the final invoice has been paid the Contractor shall furnish a completed and signed Release of Claims to the Contracting Officer. This release of claims is due within fifteen (15) calendar days of final payment.

G.4 PROJECT MEETINGS

G.4.1 GENERAL

The Project Manager, in conjunction with the COR or his/her representative, will schedule physical arrangements for meetings throughout progress of the work under this PWS. The Contractor will prepare meeting agenda with regular participant input and distribute the agenda with written notice of each meeting, preside at meetings, record minutes to include significant proceedings and decisions, and reproduce and distribute copies of minutes after each meeting to participants and parties affected by meeting decisions; with COR review and approval.

G.4.2 Contract “Kick-Off” Planning & Execution Meeting

Contract “Kick-off” Planning & Execution Meeting. The Contractor Project Manager, in conjunction with the Government Project Manager will coordinate a Contract Planning & Execution Meeting which will be conducted within **10** days after award of the Contract. The following is a list, not all-inclusive, of the topics to be discussed.

- Status of selected Contractor personnel.
- Major report planning, delivery and priorities.
- Sequencing of critical path work items.
- Required schedules.
- Progress/monthly payment procedures.
- Project changes and clarification procedures.
- Use of site, access, office and storage areas, security and temporary facilities.

- Contractor's PMP and QSP deliverables.

G.4.3 PROGRESS MEETINGS

Weekly meeting with JCC Leadership and select staff.

- Discuss deliverable status and organize planning requirements (listed in Attachment B).

Monthly meeting with JCC Leadership and select staff.

- Justification for meeting. Contractor review of performance (financial metrics, personnel) and future estimates.

Government attendees: JCC Director, JCC Chief , JCC Deputy Chief

Recommended Contractor attendees: Program Manager, VP/Director of Contracts, Contract Administrator.

Deliverables. Paper copies will be provided at meetings and electronic copy provided to COR.

- Contract labor hour consumption history and future estimates (Graph and backup).
- Comparison Charts.
 - Estimate At Completion (EAC) report for all CLIN hours (consumption rate); Actual vs. Contract Hours by Month (from contract start). Include hour's total/remaining/consumption rate.
 - Regular, Compensation & Additional Work Effort (Overtime) Hours by Month.
 - By CLIN; YTD Hours and Dollar consumption
 - Bar Graph (by CLIN, Supported Directorate, Combined) per capita comparison.
 - Travel Costs Spreadsheet (By Employee / Event / Hrs / ODC).

[END OF SECTION G]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 TRAVEL REQUIREMENTS

Personnel must be prepared and eligible to travel, to include OCONUS, although typically limited to a select few of the contract staff. Personnel must be able to obtain an official passport.

OCONUS travel normally will not be to austere locations, but will likely include USCENTCOM Forward Headquarters or Coalition Air Operations Center (CAOC) in Qatar, NAVCENT Forward Headquarters in Bahrain, or ARCENT Forward Headquarters in Kuwait. Travel may be conducted to any area of the USCENTCOM AOR to include war zones, and to coalition partner countries. Most travel will be for short trips of no more than one to two weeks but the possibility exists for extended trips for longer, undetermined periods in both CONUS and OCONUS.

Travel is coordinated at the direction of the task manager in support of applicable tasks. Contractor personnel will travel infrequently for this contract. Estimates are once a quarter and are not likely to exceed 1 time per month. Travel to the USCENTCOM Area of Operation is required to support this mission.

The contractor shall comply with the guidance in FAR 31.205-46 using the regulations specified below.

- Federal Travel Regulations (FTR) - prescribed by the General Services Administration, for travel in the contiguous United States
- Joint Travel Regulations (JTR), Volume 2, DoD Civilian Personnel, Appendix A prescribed by the Department of Defense, for travel in Alaska, Hawaii, and outlying areas of the United States
- Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas", prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

Travel will be necessary to perform the requirements of this contract. A current United States passport throughout the period of performance is required.

For all travel to the USCENTCOM area of responsibility (AOR), the Contracting Officer will issue contractor personnel a Letter of Authorization (LOA) which is required in order to process through the deployment processing center. See paragraph 6.2.7.4.2 of DOD-I 3020.41 for information on preparing the LOA. A LOA format will be provided by the government.

Contractor personnel will comply with the travel regulations listed in para. 5.15 and USCENTCOM Policies for travel. Travel and Other Direct Costs (ODC) shall be reimbursed at cost with no profit or fee. No additional mark-ups will be allowed. All travel beyond Joint Travel Regulations (JTR) specified radius of MacDill AFB shall be with the limitations set forth in FAR 31.205-46. Travel costs must be consistent with and limited to the approved Joint Travel Regulations.

Contractor, in coordination with USCENTCOM personnel, shall make necessary arrangements for required visits for discussions concerning draft products, data collection, interviews, conference, meeting and seminar attendance. The Contractor visits will include data collection contacts with all appropriate staff elements and offices. Since out-of-area travel often will entail accompanying a USCENTCOM representative, the Contractor will use the same travel

scheduling facilities as the Government to effectively schedule travel time to maximize enroute planning and consultation. A trip report, covering the activities of all travelers on the trip shall, be submitted, within 15 working days to the Government. The report shall include the travel purpose, organizations visited, personnel contacted, major findings, points of discussions and unresolved issues. See F.6.3

All travel must be authorized by the COR and be in compliance with the contract and all other applicable requirements. The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the trip purpose. Travel shall be scheduled during normal duty hours whenever possible. Airfare will be reimbursed for actual common carrier fares which are obtained by the most reasonable and economical means IAW the FTR in effect at the time.

The Contractor shall ensure that the requested travel costs do not exceed the amount authorized in this contract and must receive prior approval by GSA if travel costs are projected to exceed the estimated amounts. Travel requests shall be submitted to GSA for approval through the submission of an Action Memo via GSA ITSS. The Action Memo must contain Client Representative/COR and/or GSA Contract Specialist approval, travel cost items with a total travel amount, and the total of the contract travel balance.

H.2 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

H.2.1 Government-Furnished Equipment (GFE)

The Government will furnish the Contractor with workspace to accomplish the tasks in this work statement. The Government will provide utilities, heating and air-conditioning, and telephone service. Additionally, the Government will provide the Contractor workstations for all Contractor personnel, consisting of a desk, chair, and personal computer with access to the USCENTCOM local area classified and unclassified networks, and telephone for use during the period of this contract. The Government will approve adjustments in the number of workstations if personnel increase. Additionally, the Government will provide access to copier, and fax equipment necessary to produce deliverables and other equipment determined by the Government to be necessary to accomplish the tasks of this statement of work. The Contractor shall comply with the USCENTCOM property management /inventory policies for all Government provided equipment. The Contractor shall be provided supplies, materials, and services to support performance under this contract.

H.2.2 Government-Furnished Material (GFM)

The Government will provide all equipment, hardware, and software for technical systems upgrades as required in support of services provided under the PWS. The Contractor will be required to provide incidental materials related to event support while Outside the Continental United States (OCONUS) when it is more cost-effective to do so and time is of the essence for mission accomplishment. Examples of incidental materials are connectors, LAN cable, power cords, power adapters, surge suppressors, projector lamps, duplication and binding services, as well as printer, copier, and office supplies.

H.3 RECORDS MANAGEMENT

The service provider shall ensure all records (according to Title 44, United States Code, Public Printing and Documents, Section 3301, include all books, papers, maps, photographs, machine readable materials, or other documentary materials, regardless of physical form or characteristics), files, documents and working papers provided by the Government and/or generated for the Government in the performance of this contract, remain Government property and are maintained in accordance with established Federal Records Act (Public Law 81-754), Freedom of Information Act (Public Law 90-23), Privacy Act of 1974 (Public Law 93-529), (DoD), HQ USCENCOM directives, and shall be used for official use only.

Government owned records will be segregated from the company-owned records. Records management at the functional level is life-cycle management (creation, maintenance, storage and use, and disposition) of information as a Government record, regardless of the media. Action to destroy Government records can only be based on authorized records disposition schedule (RDS) as approved by the National Archives and Records Administration (NARA). If there is no NARA disposition, records will be maintained until disposition is established.

All data created for Government use and delivered to, or falling under the legal control of, the Government are federal records and shall be managed in accordance with NARA and objectives and policies of the DoD, HQ USCENCOM directives and the records management legislation as codified in 44 U.S.C., Public Printing and Documents, chapters 21, 29, 31, 33, and 35 and Freedom of Information Act (5 U.S.C. 552), Privacy Act (5 U.S.C. 552a), and Public Law 100-235 and shall be scheduled for disposition in accordance with 36 CFR Chapter XII Part 1228, Disposition of Federal Records, and the HQ USCENCOM RDS.

All reports, records, files, documents, maintenance policies/operating instructions and working papers shall be made available to Government personnel, as requested.

H.4 PERSONALLY IDENTIFIABLE INFORMATION (PII)

Sensitive PII is personal information, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some categories of PII, when maintained by the Department of Air Force, are sensitive as stand-alone data elements. Examples of such sensitive PII include: Social Security Number (SSN) in any form, alien registration number (A-number), Biometric identifier, and financial account numbers.

The following information is sensitive PII when grouped with the person's name or other unique identifiers, such as address or phone number: Driver's license number, Medical Information, Citizenship or immigration status, Passport number, Full date of birth, and Authentication information such as mother's maiden name or phone passwords. PII accessed or handled by contractors. Contractors who are required to access or handle PII on behalf of the Air Force must follow this Instruction. Organizations who have contractors accessing and handling PII must coordinate with contracting officials to ensure the contract contains the proper Privacy Act

clauses: 52.224-1, *Privacy Act Notification*; and 52.224-2, *Privacy Act* as required by the *Federal Acquisition Regulation* (FAR) (see FAR website at: <http://www.acquisition.gov/far/>).

Contracts must be reviewed annually by the Contracting Officer Representative (COR) to ensure compliance with this Instruction.

Disclosure of PII to contractors for use in the performance of an Air Force contract is considered an official use disclosure within the agency under exception (b)(1) of the Privacy Act.

H.5 SECURITY REQUIREMENTS

H.5.1 GENERAL

Within 30 days of contract award, all Contractor personnel performing work under this Performance Work Statement (PWS) are required to maintain or be cleared to a minimum of a Top Secret/Sensitive Compartmented Information (TS/SCI) clearance.

Contractor must be able perform and be held accountable for opening security procedures and end of the day security closing procedures when the Contractor is the first in/last out for the Joint Cyber Planning Services office on a daily basis.

H.5.2 EMPLOYEE CLEARANCES AND CLEARANCE REQUIREMENTS

All contractor personnel assigned to this order shall possess a valid TS/SCI security clearance which must be maintained throughout the period of performance. This requires adherence to guidelines for safeguarding Government provided information, material, and property. Data files and output products will be safeguarded in accordance with appropriate security measures for the classification of data being handled. All USCENCOM and installation rules and regulations applicable to personal conduct, safety, security, and site entry and exit will be complied with. The contractor is responsible for providing employee clearance information to the Client Representative and/or local security officer for use in preparing a DD-254 form.

All contractor employees working on this contract must be U. S. citizens. The contractor may be required to provide employee background information to comply with contract clearance requirements including building access badges.

If the contractor is notified by any Government official having security cognizance over the contract that an employee's Security Clearance has been revoked or suspended, the contractor shall notify the Government the same day as the contractor receives the notice.

H.5.3 PHYSICAL SECURITY

The Contractor shall be responsible for safeguarding all Government property, official information (classified and unclassified) and controlled forms provided for Contractor use. At the end of each work period, all government facilities, equipment and materials shall be

secured. When not under the direct control of Contractor personnel, all government facilities, equipment, and materials utilized by Contractor personnel shall be secured.

H.5.4 BREACH OF SECURITY

The Contractor shall not disclose nor cause disclosure of any information concerning operations which could result in or increase the possibility of a breach of security or interrupt the continuity of operations.

H.5.5 INSTALLATION AND SECURITY REQUIREMENTS

The Contractor shall ensure pass and identification items (i.e., Common Access Cards (CACs), security badges) required for contract performance are obtained for employees requiring access to MacDill AFB to perform contract requirements.

Upon termination of any employee the contractor shall return all government identification for that person to the Contract Administrator no later than one additional duty day. Upon change of employees, an updated listing must be provided to the Contracting Officer within three duty days.

Upon completion or termination of contract requirements, all base identification, visitor/vehicle passes, and CACs, must be returned to the Contract Administrator prior to issuance of final payment. Failure to comply with these requirements may result in withholding of final payment.

H.5.6 CLASSIFIED INFORMATION

Disclosure of information, to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor, or any person under their control, may subject the Contractor, its agents or employees, to criminal liability under 18 U.S.C. §793 and §798.

H.5.7 NETWORK ACCESS

Prior to gaining access to the USCENCOM computer network, Contractors must obtain a Common Access Card (CAC), complete Information Awareness training and complete the USCENCOM Staff Officer Orientation Course.

H.6 CONTRACTOR HOSTAGE REPORTING PROCEDURES (MNFI requirement for contractors)

The security and safety of our contractors are paramount to the success of the Joint Contracting Command Iraq. To insure rapid dissemination of critical hostage information the following procedures are implemented immediately.

Procedures for kidnapping or attempted kidnapping reporting are:

1. Notify the administering contracting officer.
2. Report the following information:

Name: _____ Agency: _____
_____ Date: _____ Time: _____
Phone: _____ E-mail: _____

Questions for contact. Please provide as much detail as possible:

- (1) Who was kidnapped?
- (2) What happened? How was the person kidnapped?
- (3) When did the incident occur?
- (4) Where did it happen?
- (5) Why do you think they might have been kidnapped?
- (6) Are there any witnesses to the incident? Please provide contact information for them.
- (7) Please provide the following details about the hostage(s):
 - a. Name
 - b. Age
 - c. Nationality and country/city of residence
 - d. Hair color/eye color/height/weight/blood type
 - e. Distinguishing physical characteristics
 - f. Clothing
 - g. Profession
 - h. Employer
 - i. Passport or other ID Number
 - j. Vehicle make, model, and license number
 - k. Planned activities on day of incident
 - l. Current residential address and phone number
 - m. Current business address and phone number
 - n. Cell phone number
 - o. Photo of victim
- (8) Please provide any available details about the hostage takers:
 - a. Number of kidnappers and their physical description
 - b. Clothing
 - c. Weapons
 - d. Number of vehicles, and vehicle make, model, and license plates
- (9) Is the hostage's employer aware of the situation? If so, who was informed?
- (10) Is the hostage's government aware of the situation? If so, who was informed?
- (11) Is the Iraqi government aware of the situation? If so, who was informed?
- (12) Is the hostage's family aware of the situation? Please provide contact information for the family?
- (13) Have the hostage-takers made any public statements in the press?

- (14) Have the hostages made contact with the hostage's government/family/any other individual? How have they made contact? What are their phone numbers?
- (15) What was discussed in the negotiations with the hostage takers? What demands or threats did they make?

The Contracting Officer Representative will notify the Joint Contracting Commander-Iraq/Afghanistan (J3) of a contractor kidnapping.

a. Provision of Required Equipment

- 1. If contractor personnel are required to deploy with USCENTCOM headquarters elements, or travel to potentially hazardous forward deployed areas of operation, USCENTCOM will provide the contractor personnel with TA 50 equipment. Additionally, if required, USCENTCOM will provide billeting, mess, and emergency medical care to deployed contractor personnel. Routine care is the responsibility of the contractor to be obtained on the local economy. Resuscitative care can be provided while the continuing care must be performed at the expense of the contractor in the local community.
- 2. Carrying of Weapons by Contractors is not authorized

Training – The vendor is required provide a mechanism for contract personnel to receive additional training to support this contract. Contract personnel will be required to attend baseline CENTCOM specific training and will be required to meet other training requirements based on DoD guidelines or special CENTCOM requirements as they arise. All training will be approved by the government prior to attendance.

H.7 PRIVACY ACT

The contractor shall ensure that employees assigned to this task understand and comply with Title 5 of the U.S. Code, Section 552.a and DoD 5400.7-R, "DoD Freedom of Information Act Program." Agency procedures must be followed to identify and safeguard reports and data accordingly. The contractor will ensure that contractor employees assigned to this task are briefed annually on properly identifying and handling Privacy Act data/information.

H.8 WORK SPACE

The government will provide and/or make available administrative office space as described under paragraph H.2.

Government facilities comply with Occupational Safety and Health Administration (OSHA) work-place standards. Should hazards be identified, the Contractor will notify the government in writing, and the government will correct the hazard, taking into account safety and health priorities. Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of the Contractor. The government assumes no liability or responsibility for the Contractor's compliance or noncompliance with such responsibilities.

The Contractor shall not alter or modify the furnished office space without specific written permission from the COR.

The Contractor shall return all facilities and equipment to the government at the end/termination of the contract. The office space and equipment provided for use in the performance of this contract shall be used only for performance of this contract. Due to the unique work area security measures, Contractors shall be responsible for complying with USCENTCOM policies.

The Contractor must make sure employees practice utilities conservation. The Contractor must be responsible for operating under conditions that prevent the waste of utilities. (a) Lights must be used only in areas where work is actually being performed. (b) Employees must not adjust mechanical equipment controls for heating, ventilation, and air conditioning systems. (c) Water faucets or valves must be turned off when not in use.

H.9 PERSONAL SERVICES/INHERENTLY GOVERNMENTAL FUNCTIONS

GSA will not issue orders to provide services prohibited by FAR Part 37.1. The administration and monitoring of the contractor's performance by GSA or the Client Representative shall not be as detailed or continual as to constitute supervision of contractor personnel. Government personnel may not perform any supervisory functions for contractor personnel, such as interviewing, appraising individual performance, scheduling leave or work, or directing how to perform work.

GSA meets the needs of its clients for support through non-personal services contracts/task orders. To counter the circumstances that infer personal services and to preserve the non-personal nature of the contract/task order, the contractor shall adhere to the following guidelines in the performance of the contract.

- a) Provide for direct supervision of all contract employees assigned to the task.
- b) Refrain from discussing the issues such as skill levels and hours, salaries, cost and funding data, or administrative and personnel matters affecting contractor employees with the client.
- c) Ensure close communication/coordination with the GSA Customer Account Manager, reporting problems to them as they occur (not waiting for a meeting).
- d) Do not permit Government officials to interview potential contractor employees, discuss individual performance, approve leave or work scheduling of contractor employees, terminate contractor employees, assist contractor employees in doing their jobs or obtain assistance from the contractor in doing Government jobs.
- e) Do not assign contractor personnel to work under direct Government supervision.
- f) Maintain a professional distance from Government employees.
- g) Provide contractor employees with badges, if appropriate, identifying them as contractors.
- h) Ensure proper communications with the Government. Technical discussions and Government surveillance are acceptable, but the Government cannot tell the Contractor how to do the job.
- i) Assign a task leader to the contract. The task leader or alternate shall be the only one who accepts tasking from the assigned Government point of contact or alternative.

- j) When travel is required for the performance on a task, contractor personnel are only to travel as directed by their contract management.

The contractor shall not perform any Inherently Government Functions as defined in FAR 2.101 and 7.5.

“Inherently governmental function” means, as a matter of policy, a function that is so intimately related to the public interest as to mandate performance by Government employees. This definition is a policy determination, not a legal determination. An inherently governmental function includes activities that require either the exercise of discretion in applying Government authority, or the making of value judgments in making decisions for the Government. Governmental functions normally fall into two categories: the act of governing, *i.e.*, the discretionary exercise of Government authority, and monetary transactions and entitlements.

(1) An inherently governmental function involves, among other things, the interpretation and execution of the laws of the United States so as to--

- (i) Bind the United States to take or not to take some action by contract, policy, regulation, authorization, order, or otherwise;
- (ii) Determine, protect, and advance United States economic, political, territorial, property, or other interests by military or diplomatic action, civil or criminal judicial proceedings, contract management, or otherwise;
- (iii) Significantly affect the life, liberty, or property of private persons;
- (iv) Commission, appoint, direct, or control officers or employees of the United States; or
- (v) Exert ultimate control over the acquisition, use, or disposition of the property, real or personal, tangible or intangible, of the United States, including the collection, control, or disbursement of Federal funds.

(2) Inherently governmental functions do not normally include gathering information for or providing advice, opinions, recommendations, or ideas to Government officials. They also do not include functions that are primarily ministerial and internal in nature, such as building security, mail operations, operation of cafeterias, housekeeping, facilities operations and maintenance, warehouse operations, motor vehicle fleet management operations, or other routine electrical or mechanical services.

H.10 SECTION 508 COMPLIANCE

The Industry Partner shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 USC 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with

disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

The Industry Partner should review the following Web sites for additional Section 508 information:

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>
<http://www.access-board.gov/508.htm>
<http://www.w3.org/WAI/Resources>

H.11 ORGANIZATIONAL CONFLICT OF INTEREST

(a) “Organizational Conflict of Interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. “Person” as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises. All actual or potential OCI situations shall be handled in accordance with FAR Subpart 9.5. Offeror as used in this solicitation section addressing OCI shall include all vendors that the company submitting this quote has entered into a contractor teaming agreement or prime subcontractor relationship with in connection with its quote submission for this acquisition.

(b) If the Offeror is currently providing support or anticipates providing support to the Government that presents an actual or potential OCI with the requirements for this acquisition, the Offeror warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any proprietary information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of

Government provided information extends to cover such information whether or not in its original form, e.g. where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of one year after completion of performance on this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of one year after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, officers of the company participating in the contract, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any competition for the same services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the one year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this

notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

[END OF SECTION H]

PART II - CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting officer will make their full text available. Also the full text of a clause may be accessed electronically at this/these address(es):

FAR website:<http://acquisition.gov/far/index.html>

DFAR website:<http://farsite.hill.af.mil/>

GSAM website:<http://acquisition.gov/comp/gsam/gsam.html>

The following clauses are incorporated by Reference:

NUMBERTITLE DATE

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

52.202-1 Definitions (Nov 2013)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)

52.203-3 Gratuities (Apr 1984)

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)

52.204-2 Security Requirements (Aug. 1996)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content paper (May 2011)
52.204-7 System for Award Management (Jul 2013)
52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)
52.209-5 Certification Regarding Responsibility Matters (Oct 2015)
52.209-7 Information Regarding Responsibility Matters (Jul 2013)
52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)
52.212-1 Instructions to Offerors – Commercial Items (Jan 2017)
52.212-3 Offeror Representations and Certifications – Commercial Items (Nov 2017)
52.212-4 Contract Terms and Conditions – Commercial Item (Jan 2017)
52.212-4 Contract Terms and Conditions – Commercial Items Alternate I (Jan 2017)
52.215-8 Order of Precedence – Uniform Contract Format (Oct 1997)
52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Oct 2010)
52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements - Commercial Item Acquisitions (Feb 2007)
52.217-5 Evaluation of Options (Jul 1990)
52.219-17 Section 8(a) Award (Jan 2017)
52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns (Jan 2017)
52.222-4 Contract Work Hours and Safety Standards – Overtime Compensation (May 2014)
52.223-5 Pollution Prevention and Right-to-Know Information (May 2011)
52.223-6 Drug-Free Workplace (May 2001)
52.224-1 Privacy Act Notification (Apr 1984)
52.224-2 Privacy Act (Apr 1984)
52.228-3 Worker’s Compensation Insurance (Defense Base Act) (Jul 2014)
52.228-5 Insurance – Work on a Government Installation (Jan 1997)
52.229-3 Federal, State, and Local Taxes (Feb 2013)
52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts (Aug 2012)
52.232-8 Discounts for Prompt Payment (Feb 2002)
52.232-9 Limitation on Withholding of Payments (Apr 1984)
52.232-17 Interest (May 2014)
52.232-18 Availability of Funds (Apr 1984)
52.232-25 Prompt Payment (Jan 2017)
52.232-33 Payment by Electronic Funds Transfer – System for Award Management (Jul 2013)
52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.233-1 Disputes (May 2014)
52.233-2 Service of Protest (Sep 2006)
52.233-3 Protest After Award (Aug 1996)
52.233-3 Protest After Award – Alternate I (Jun 1985)
52.237-1 Site Visit (Apr 1984)
52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.237-3 Continuity of Services (Jan 1991)
52.242-13 Bankruptcy (Jul 1995)
52.242-15 Stop-Work Order (Aug 1989)
52.245-1 Government Property (Jan 2017)

52.246-4 Inspection of Services – Fixed Price (Aug 1996)
52.246-6 Inspection of Services – Time-and-Material and Labor-Hour (May 2001)
52.246-25 Limitation of Liability – Services (Feb 1997)
52.249-4 Termination for Convenience of the Government (Services) (Short Form) (Apr 1984)
52.249-8 Default (Fixed-Price Supply and Services (Apr 1984)
52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

DFARS ClauseTitle

NUMBER TITLE DATE

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

252.201-7000 Contracting Officer's Representative (Dec 1991)
252.203-7000 Requirements Relating to Compensation of Former DOD Officials (Oct 2016)
252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
252.203-7003 Agency Office of the Inspector General (Dec 2012)
252.203-7005Representation Relating to Compensation of Former DOD Officials (Nov 2011)
252.204-7000 Disclosure of Information (Oct 2016)
252.204-7003 Control of Government Personnel Work Product (Apr 1992)
252.204-7005 Oral Attestation of Security Responsibilities (Nov 2001)
252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (Oct 2016)
252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Oct 2016)
252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Oct 2016)
252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)
252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (Oct 2015)
252.215-7007 Notice of Intent to Resolicit(Jun 2012)
252.215-7008 Only One Offer (Oct 2013)
252.226-7001 Utilization of Indian Organizations, Indian-Owned Enterprises, and native Hawaiian Small Business Concerns (Sep 2004)
252.232-7010 Levis on Contract Payments (Dec 2006)
252.239-7000 Protection Against Compromising Emanations (Jun 2004)
252.239-7001 Information Assurance Contractor Training and Certification (Jan 2008)

GSAM Clauses

NUMBERTITLE DATE

552.203-71 Restriction on Advertising (Sep 1999)
552.204-9 Personal Identity Verification Requirements (Oct 2012)
552.217-71Notice Regarding Option(s) (Nov 1992)
552.228-5 Government as Additional Insured (Jan 2016)

The following clauses are incorporated in full text:

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

(a) Definitions. As used in this clause--

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

FAR 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JAN 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

 X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

 (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

 X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) [Reserved]

 (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

X (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Nov 2016) of 52.219-9.

___ (v) Alternate IV (Nov 2016) of 52.219-9.

X (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

X (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (**E.O.** 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)

___ (ii) Alternate I (Oct 2015) of 52.223-13.

___ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

___ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

___ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).

___ (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

___ (ii) Alternate I (Jan 2017) of 52.224-3.

___ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C.

4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (49) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

___ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

X (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xviii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)

(a) Definitions. As used in this clause--

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations. Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) General. (1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the

contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph

(i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.
- (e) Preliminary personnel requirements.
 - (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.
 - (2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:
 - (i) All required security and background checks are complete and acceptable.
 - (ii) All personnel are medically and physically fit and have received all required vaccinations.
 - (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
 - (iv) All personnel have received--
 - (A) A country clearance or special area clearance, if required by the chief of mission; and
 - (B) Theater clearance, if required by the Combatant Commander.
 - (v) All personnel have received personal security training. The training must at a minimum--
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
 - (vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.
 - (vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.
 - (3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--
 - (i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);
 - (ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and
 - (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C.7(9)).
 - (f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) Personnel data. (1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) Contractor personnel. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) Weapons. (1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Contracting Officer Representative may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) Evacuation.

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) Personnel recovery.

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) Notification and return of personal effects.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2)(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material,

services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(ii) That the Contracting Officer has indicated is subject to this clause.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (Jun 2015)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from PGI 225.7403-1.

(End of clause)

5352.201-9101 Ombudsman.

As prescribed in 5301-9103, insert the following clause:

OMBUDSMAN (Jun 2016)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, [Insert names, addresses, telephone numbers, facsimile numbers, and e-mail addresses of Center/MAJCOM/DRU/HQ AFICA/AFRCO/SMC ombudsman/ombudsmen]. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/HQ AFICA/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

5352.204-9000 Notification of Government Security Activity and Visitor Group Security Agreements (Oct 2017)

This contract contains a [DD Form 254](#), DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the [DD Form 254](#), the contractor shall take the following actions:

(a) At least thirty days prior to beginning operations, notify the Information Protection Office shown in the distribution block of the [DD Form 254](#) as to:

(1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;

(2) The contract number and military contracting command;

(3) The highest classification category of defense information to which contractor employees will have access;

(4) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;

- (5) The date contractor operations will begin on base in the U.S. or in the overseas area;
- (6) The estimated completion date of operations on base in the U.S. or in the overseas area; and,
- (7) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in [DOD 5220.22-M](#), National Industrial Security Program Operating Manual.

(b) Prior to beginning operations involving classified information on an installation identified on the [DD Form 254](#) where the contractor is not required to have a facility security clearance, the contractor shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:

- (1) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under [DOD 5220.22-M](#), classified mail services, security badges, visitor control, and investigating security incidents; and
- (2) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

(End of clause)

5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (NOV 2012)

(a) In performing work under this contract on a Government installation, the contractor shall:

- (1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
- (2) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(End of clause)

252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY (DEVIATION 2014-O0020) (SEP 2014)

(a) The Contractor shall exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(b) The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed as a prohibited/restricted source in the System for Award Management at www.sam.gov.

(c) The Head of the Contracting Activity (HCA) has the authority to—

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) and (b) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(d) The substance of this clause, including this paragraph (d), is required to be included in subcontracts under this contract that have an estimated value over \$50,000.

(End of clause)

252.225-7994 Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (DEVIATION [2015-O0013])

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this contract are not—

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000.

(End of clause)

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2015-O0009) (JAN 2015)

(a) Definitions. As used in this clause—

“Combatant Commander” means the Commander of the United States Central Command Area of Responsibility.

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR)

(2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S.

Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENCOM AOR under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENCOM AOR are familiar with and comply with, all applicable—

- (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware—

- (i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;
- (ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and
- (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

- (i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or
- (ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

- (i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.
- (ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.
- (iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

- (i) US Army Criminal Investigation Command at

<http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at
<http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at
<http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at
<http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

- (A) Hold their own identity or immigration documents, such as passport or driver's license;
- (B) Receive agreed upon wages on time;
- (C) Take lunch and work-breaks;
- (D) Elect to terminate employment at any time;
- (E) Identify grievances without fear of reprisal;
- (F) Have a copy of their employment contract in a language they understand;
- (G) Receive wages that are not below the legal in-country minimum wage;
- (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (I) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

- (i) All required security and background checks are complete and acceptable.
- (ii) All CAAF deploying in support of an applicable operation—
 - (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the USCENTCOM AOR a copy of the Public Health Service Form 791, "International Certificate of Vaccination" that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (g)(3) of this clause.

(2) Upon becoming an employee under this contract, the Contractor shall enter into SPOT, and shall continue to use SPOT web-based system to maintain accurate, up-to-date information throughout the employment in the AOR. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in the AOR with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.

(i) In all circumstances, this includes any personnel performing private security functions and CAAF.

(ii) For personnel other than those performing private security functions and CAAF, this requirement excludes anyone—

(A) Hired under contracts valued below the simplified acquisition threshold;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System.

(3) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(ii) To register in SPOT:

(A) Contractor company administrators should register for a SPOT account at <https://spot.dmdc.mil/>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at <https://spot.dmdc.mil/>.

(iv)(A) Refer SPOT application assistance questions to the Customer Support Team at—

(1) Phone: 703-578-5407, DSN 312-698-5407; or

(2) Email: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil.

(B) Refer to the SPOT OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for additional training resources and documentation regarding registration for and use of SPOT.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-

nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENTCOM AOR.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

(End of clause)

CENTCOM SPECIAL REQUIREMENTS

AFARS 5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUN 2015)

The following is a summary of the type of support the Government will provide the contractor, on an “as-available” basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: USCENCOM AOR. When contractor employees are in transit all checked blocks are considered authorized.

U.S. Citizens

- ☒ APO/FPO/MPO/DPO/ ☒ DFACs ☐ Mil Issue Equip
 Postal Services**
☐ Authorized Weapon ☐ Excess Baggage ☐ MILAIR
☒ Billeting*** ☐ Fuel Authorized ☐ MWR
☒ CAAF* ☒ Govt Furnished Meals**** ☒ Resuscitative Care
☒ Controlled Access Card (CAC) ☐ Military Banking ☒ Transportation
☒ Badge ☐ Military Clothing ☐ All
☒ Commissary ☒ Military Exchange ☐ None
☐ Dependents Authorized ☐ Embassy Housing, Meals**
☐ Embassy Clinic–Afghanistan** ☐ Embassy Air**

Third-Country National (TCN) Employees

- ☒ N/A ☐ DFACs ☐ Mil Issue Equip
☐ Authorized Weapon ☐ Excess Baggage ☐ MILAIR
☐ Billeting ☐ Fuel Authorized ☐ MWR
☐ CAAF* ☐ Govt Furnished Meals ☐ Resuscitative Care
☐ Controlled Access Card (CAC) ☐ Military Banking ☐ Transportation
☐ Badge ☐ Military Clothing ☐ All
☐ Commissary ☐ Military Exchange ☐ None
☐ Dependents Authorized

Local National (LN) Employees

- ☒ N/A ☐ DFACs ☐ Mil Issue Equip
☐ Authorized Weapon ☐ Excess Baggage ☐ MILAIR
☐ Billeting ☐ Fuel Authorized ☐ MWR
☐ CAAF* ☐ Govt Furnished Meals ☐ Resuscitative Care
☐ Controlled Access Card (CAC) ☐ Military Banking ☐ Transportation
☐ Badge ☐ Military Clothing ☐ All
☐ Commissary ☐ Military Exchange ☐ None

☐ Dependents Authorized

* CAAF means Contractors Authorized to Accompany Forces.

** Mail to Iraq limited to 2lbs

*** Afghanistan Life Support. Due to the drawdown of base life support facilities throughout the country, standards will be lowering to an “expeditionary” environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (b-huts, hardened buildings) to temporary tents or other facilities.

****Due to drawdown efforts DFACS may not be fully operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

SPECIAL NOTE – US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the contracting officer.

(End of Clause)

The following General Services Administration Regulation (GSAR) clauses apply:

552.203-72 Representation by Corporations Regarding an Unpaid Delinquent Federal Tax Liability or a Felony Conviction under any Federal Law (DEVIATION) (JAN 2015)

(a) In accordance with Sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Public Law 113-235, December 16, 2014), none of the funds made available by Division E of the Consolidated and Further Continuing Appropriations Act, 2015 or any other Act, may be used to enter into a contract action with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government, or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and has made a

determination that this action is not necessary to protect the interests of the Government.

(b) The Contractor represents that-

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

(End of Provision)

52.203-98, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements-Representation (DEVIATION 2015-02)

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

52.203-99, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-02)

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

552.209-70 Representation by Entities Regarding Incorporation or Charter in Bermuda or the Cayman Islands - Fiscal Year 2015 Appropriations, Division E Agencies (Month 2015)

(a) This clause only applies if:

- (1) The contract was entered into in or after fiscal year (FY) 2015; and
- (2) The source of funding for the contract action is appropriated funding provided by Division E under the Consolidated and Further Continuing Appropriations Act, 2015.

(b) For task order or delivery orders, this clause should only be used if the base contract against which the order is placed was awarded in or after FY 2015, and the task or delivery order uses funds provided by Division E of the FY15 CF CAA.

(c) Division E Agencies under the Consolidated and Further Continuing Appropriations Act, 2015, consist of the following exhaustive list of entities: - Department of the Treasury (Departmental Offices; Financial Crimes Enforcement Network; Treasury Forfeiture Fund; Bureau of the Fiscal Service; Alcohol and Tobacco Tax and Trade Bureau; United States Mint; Community Development Financial Institutions Fund Program Account; Internal Revenue Service); - Executive Office of the President and

Funds Appropriated to the President (White House; Executive Residence at the White House; White House Repair and Restoration; Council of Economic Advisors; National Security Council and Homeland Security Council; Office of Administration; Office of Management and Budget; Office of National Drug Control Policy; Information Technology Oversight and Reform; Special Assistance to the President; Official Residence of the Vice President); - The Judiciary (Supreme Court of the United States; United States Court of Appeals for the Federal Circuit; United States Court of International Trade; Courts of Appeals, District Courts and Other Judicial Services; Administrative Office of the United States Courts; Federal Judicial Center; United States Sentencing Commission); - District of Columbia (A// Federal funding); - Independent Agencies (Administrative Conference of the United States; Commodity Futures Trading Commission; Consumer Product Safety Commission; Election Assistance Commission; Federal Communications Commission; Federal Deposit Insurance Corporation; Federal Election Commission; Federal Labor Relations Authority; Federal Trade Commission; General Services Administration; Harry S. 3 Truman Scholarship Foundation; Merit Systems Protection Board; Morris K. Udall and Stewart A. Udall Foundation; National Archives and Records Administration; National Credit Union Administration; Office of Government Ethics; Office of Personnel Management; Office of Special Counsel; Postal Regulatory Commission; Privacy and Civil Liberties Oversight Board; Recovery Accountability and Transparency Board; Securities and Exchange Commission; Selective Service System; Small Business Administration; United States Postal Service; United States Tax Court)

(d) In accordance with Section 627 of the Consolidated and Further Continuing Appropriations, Act, 2015, none of the funds made available by the Consolidated and Further Continuing Appropriations, Act, 2015, Division E, may be used to enter into any contract with an incorporated entity if such entity's sealed bid or competitive proposal shows that such entity is incorporated or chartered in Bermuda or the Cayman Islands, and such entity's sealed bid or competitive proposal shows that such entity was previously incorporated in the United States. (e) The Offeror represents that it is ☐is not ☐an entity incorporated or chartered in Bermuda or the Cayman Islands, and was ☐ or was not ☐ previously incorporated or chartered in the United States.

(End of Clause)

5352.242-9001 Common Access Cards (CAC) for Contractor Personnel (Nov 2012)

(a) For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:

(1) Require logical access to Department of Defense computer networks and systems in either:

(i) the unclassified environment; or

(ii) the classified environment where authorized by governing security directives.

(2) Perform work, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

(b) Contractors and their personnel shall use the following procedures to obtain CACs:

(1) Contractors shall provide a listing of personnel who require a CAC to the contracting officer. The government will provide the contractor instruction on how to complete the Contractor Verification System (CVS) application and then notify the contractor when approved.

(2) Contractor personnel shall obtain a CAC from the nearest Real Time Automated Personnel Identification Documentation System (RAPIDS) Issuing Facility (typically the local Military Personnel Flight (MPF)).

(c) While visiting or performing work on installation(s)/location(s), contractor personnel shall wear or prominently display the CAC as required by the governing local policy.

(d) During the performance period of the contract, the contractor shall:

(1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing government official;

(2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;

(3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and

(4) Report lost or stolen CACs in accordance with local policy/directives.

(e) Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

FAR 52.217-8, Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days within which the Contracting Officer may exercise the option.

(End of clause)

FAR 52.217-9 -- Option to Extend the Term of the Contract (Mar 2000).

- a) The Government may extend the term of this contract by written notice to the Contractor within 365 days of award; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of Clause)

FAR 52.229-3 Federal, State and Local Taxes (Feb 2013)

- (a) As used in this clause--

“After-imposed Federal tax,” means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

“After-relieved Federal tax,” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“All applicable Federal, State, and local taxes and duties,” means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

“Contract date,” means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

“Local taxes,” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

- (b)

- (1) The contract price includes all applicable Federal, State, and local taxes and duties except as provided in subparagraph (b)(2)(i) of this clause.
- (2) Taxes imposed under 26 U.S.C. 5000C may not be—
 - (i) Included in the contract price; nor
 - (ii) Reimbursed.
- (c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
- (d) The contract price shall be decreased by the amount of any after-relieved Federal tax.
- (e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of Clause)

DFARS 252.201-7000 Contracting Officer's Representative (Dec 1991)

- (a) *Definition.* "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor shall receive a copy of the written designation. It shall specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is

not authorized to make any commitments or changes that shall affect price, quality, quantity, delivery, or any other term or condition of the contract. (End of clause)

DFARS 252.209-7998 Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law. (DEVIATION 2012-00007) (DATE 2012)

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.
(End of provision)

DFARS 252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation 2012-O0004) (Jan 2012)

(a) In accordance with section 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(END OF SECTION I)**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J – LIST OF ATTACHMENTS**

The following documents, exhibits, and attachments are included in the solicitation and resulting contract. Representations and certifications completed by the contractor in response to this solicitation are incorporated by reference in the resulting contract at time of award.

ATTACHMENT NO.	TITLE	NO. OF PAGES
1	Quality Assurance Surveillance Plan (QASP)	11
2	DD form 254 Contract Security Classification Specification	2

(END OF SECTION J)**PART IV – REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****K.1 Solicitation Provisions Incorporated By Reference (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at the address below:

FAR website: <http://acquisition.gov/far/index.html>
 GSAM website: <http://acquisition.gov/comp/gsam/gsam.html>
 DFAR website: <http://farsite.hill.af.mil/>

II. DFAR SUPPLEMENT (48 CFR CHAPTER 2)		
CLAUSE NO.	DATE	TITLE
252.204-7007	JAN 2008	Alternate A, Annual Representations and Certifications

K.252.212-3 -- Offeror Representations and Certifications -- Commercial Items.

As prescribed in [12.301\(b\)\(2\)](#), insert the following provision:

Offeror Representations and Certifications -- Commercial Items (Nov 2017)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <http://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(6) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(7) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents

that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small

business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of

the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate

whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of

available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: _____

Highest level owner legal name: _____

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been

exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code _____ (or mark “Unknown”).

Predecessor legal name: _____.
(Do not use a “doing business as” name).

(s) Reserved.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [*Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)*].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked ``does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

ANY CHANGES PROVIDED BY THE OFFEROR ARE APPLICABLE TO THIS SOLICITATION ONLY, AND DO NOT RESULT IN AN UPDATE TO THE REPRESENTATIONS AND CERTIFICATIONS POSTED ON ORCA.

K.3. 52.209-7 – Information Regarding Responsibility Matters. (Jul 2013)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed

Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

K.4 DFARS 252.209-7998 Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law. (DEVIATION 2012-00007) (DATE 2012)

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

DFARS 252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation 2012-O0004) (Jan 2012)

(a) In accordance with section 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1)Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2)Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b)The Offeror represents that-

(1)It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2)It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

[END OF SECTION K]